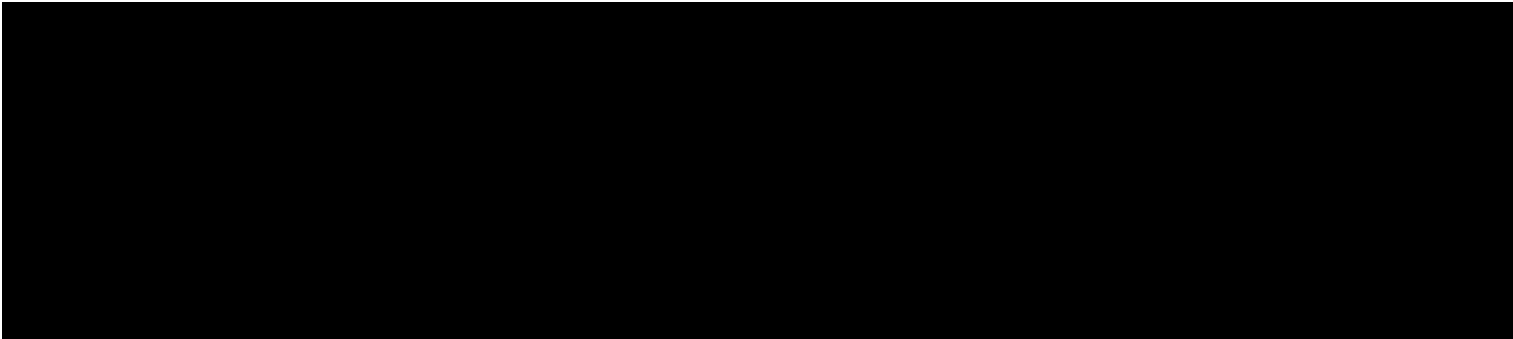


EXHIBIT B

AMENDMENT No. 1 TO STATEMENT OF WORK

This amendment No. 1 (the “Amendment”), effective as of January 24, 2022 (the “Amendment Date”) amends the agreement entered into between Tickr, Inc (“Tickr”) and Republic National Distributing Company, LLC (“RNDC” or “Licensee”) having an effective date of February 1, 2021 (the “SOW”). This Amendment is subject to, and hereby incorporates by reference, the terms and conditions set forth in that certain SOFTWARE AS A SERVICE AGREEMENT (the “Agreement”) executed by the parties, effective as of February 1, 2021 (the “Effective Date”). To the extent that a conflict arises between the terms and conditions of this Amendment and the terms of the Agreement, the terms and conditions of this Amendment will govern. Unless defined herein, capitalized terms shall have the meanings set forth in the Agreement. Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

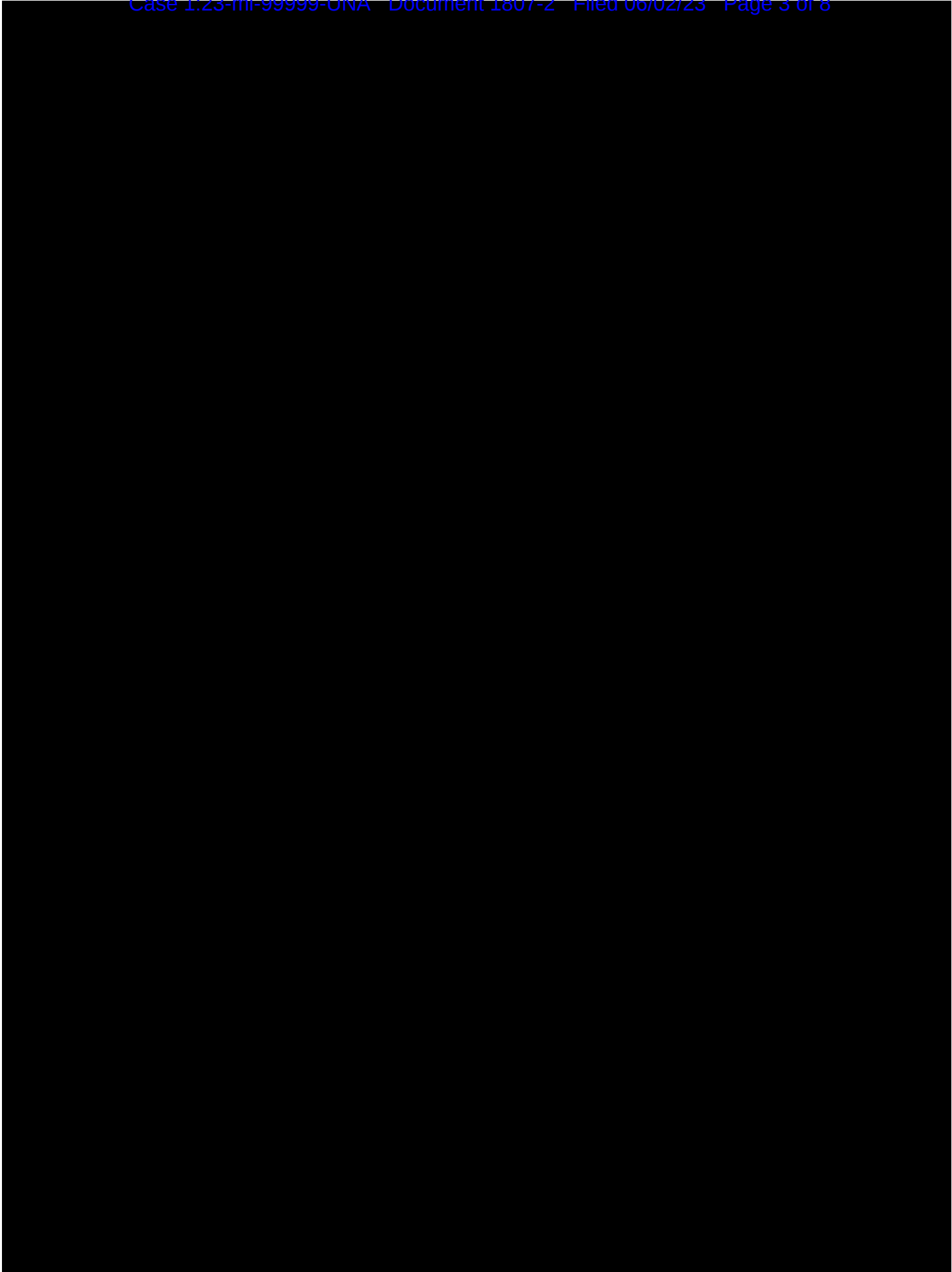


1. SERVICE AND SUPPORT (INCLUDING ON-CALL DEVELOPMENT COMMITMENT)



2. PRICING SUMMARY





3. INVOICING AND PAYMENT SCHEDULE**Payment Schedule:**

Invoice Amount	Invoicing Date	Payment Status
\$1,950,000	January 1, 2023	PENDING
MONTHLY T&M	Monthly beginning with September 2021 hours	PENDING

Payment Terms: Invoice for Fees for Implementation Services is due NET 15 and all other invoices are due NET 45 via ACH.

Term Start Date: February 1, 2021

Initial Term: 36 Months

Termination for Convenience: Beginning on the first anniversary of the Effective Date, RNDC may terminate this Agreement for any reason or no reason upon at least sixty (60) days' written notice to Tickr (which may be delivered prior to such anniversary) and upon payment to Tickr of the applicable Termination for Convenience Fee.

"Termination for Convenience Fee" shall mean \$1,000,000 for terminations in months 13-24 following the Effective Date (including the first anniversary of the Effective Date), and \$500,000 for terminations in months 25-36 following the Effective Date (including the second anniversary of the Effective Date).

4. MISCELLANEOUS



[Signatures included on the next page.]

In Witness Whereof, the parties have executed this SOW as of the SOW Effective Date.

Tickr, Inc.

By: 

Print Name: Marco Burgio

Title: COO

Address:

Two Embarcadero Center, 8th Floor

San Francisco, CA 94111

Email Address: marco@tickr.com

Date: 01 / 24 / 2022

Republic National Distributing Company, LLC

By: 

Print Name: Tracy Aldworth

Title: SVP, eCommerce and Digital

Address: 4300 Wildwood Parkway

Atlanta, GA

Email address: tracy.ariaail@rndc-usa.com

Date: 01 / 24 / 2022



Audit Trail

TITLE	Tickr_RNDC SOW Amendment 1 Final
FILE NAME	Tickr - RNDC SOW ...-24-22 FINAL.docx
DOCUMENT ID	696a95df7d8076273fb732c56e50607cf001ad30
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

01 / 24 / 2022

17:52:14 UTC

Sent for signature to Marco Burgio (marco@tickr.com) and Tracy Aldworth (tracy.ariail@rndc-usa.com) from marco@tickr.com
IP: 98.177.170.128



VIEWED

01 / 24 / 2022

17:52:42 UTC

Viewed by Marco Burgio (marco@tickr.com)
IP: 98.177.170.128



SIGNED

01 / 24 / 2022

17:53:00 UTC

Signed by Marco Burgio (marco@tickr.com)
IP: 98.177.170.128



VIEWED

01 / 24 / 2022

18:10:03 UTC

Viewed by Tracy Aldworth (tracy.ariail@rndc-usa.com)
IP: 73.43.157.42



SIGNED

01 / 24 / 2022

18:12:50 UTC

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IP: 73.43.157.42



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01 / 24 / 2022

18:12:50 UTC

The document has been completed.